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LAW OFFICES OF AMY B. VANDEVELD  
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4 Attorney for KAREL SPIKES  
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7

8 IN THE UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA  
10

11 KAREL SPIKES,

12 Plaintiff,

13 vs.

14 GLENN DOUGLAS dba THE WASH HOUSE;  
LEE FAMILY TRUST 11-27-90 and DOES 1  
15 THROUGH 10, Inclusive,

16 Defendants.  
17

Case No.: 08 CV 0690 L  
(POR)

**JOINT MOTION FOR  
DISMISSAL**

[F.R.Civ.P. Rule 41  
(a)(1), (2)]

18 **IT IS HEREBY STIPULATED** by and between KAREL SPIKES,  
19 Plaintiff, on the one hand, and GLENN DOUGLAS dba THE WASH  
20 HOUSE, and LEE FAMILY TRUST 11-27-90, Defendants, on the other  
21 hand, (hereinafter "the Parties") through their respective  
22 attorneys of record that said Parties have agreed to resolve the  
23 case between them by way of settlement.

24 The Parties further stipulate that Magistrate Judge Louisa  
25 S. Porter, or any other Magistrate Judge appointed by the Court,  
26 shall retain jurisdiction over all disputes between the Parties  
27 arising out of the Settlement Agreement including, but not  
28 limited to, interpretation and enforcement of the terms of the

1 Settlement Agreement. The terms of the Settlement Agreement are  
 2 hereby incorporated in this Joint Motion for Dismissal.

3 The Parties further stipulate, pursuant to Federal Rules of  
 4 Civil Procedure 41(a) (1,2), that this Court enter a dismissal of  
 5 Plaintiff's Complaint and the related First Amended cross-claim  
 6 in USDC Case No. 08 cv 0690 L (POR) in their entirety and with  
 7 prejudice. The Parties further stipulate that each shall bear  
 8 its, his or her own costs and fees with respect to any claims  
 9 they may have against each other in the instant action, except as  
 10 otherwise set forth in the Settlement Agreement.

11 **IT IS SO STIPULATED.**

12 LAW OFFICES OF AMY B. VANDEVELD

13  
 14 DATED: 8/13/08

S/Amy B. Vandeveld  
 AMY B. VANDEVELD,  
 Attorney for Plaintiff  
 E-mail: abvusdc@hotmail.com

17 LAWYERS AGAINST LAWSUIT ABUSE, APC

18 DATED: 8/22/08

19 By: S/David W. Peters  
 DAVID W. PETERS, Esq.  
 Attorney for Defendant  
 GLENN DOUGLAS dba THE WASH HOUSE  
 Email: dpeters@ascervus.com

21 STARK & D'AMBROSIO, LLP

22  
 23 DATED: \_\_\_\_\_

24 By: \_\_\_\_\_  
 PATRICK J. STARK, Esq.  
 Attorney for Defendant  
 LEE FAMILY TRUST 11-27-90

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PAGE 02

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2 hereby incorporated in this Joint Motion for Dismissal.

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6 in USDC Case No. 08 cv 0690 L (POR) in their entirety and with  
7 prejudices. The Parties further stipulate that each shall bear  
8 its, his or her own costs and fees with respect to any claims  
9 they may have against each other in the instant action, except as  
10 otherwise set forth in the Settlement Agreement.

11 IT IS SO STIPULATED.

12 LAW OFFICES OF AMY B. VANDEVELD

13  
14 DATED: 8/13/08


S/Amy B. Vandeveld  
AMY B. VANDEVELD,  
Attorney for Plaintiff  
E-mail: abvusdc@hotmail.com

LAWYERS AGAINST LAWSUIT ABUSE, APC

15  
16  
17  
18  
19 DATED: \_\_\_\_\_

By: DAVID W. PETERS, Esq.  
Attorney for Defendant  
GLENN DOUGLAS dba THE WASH HOUSE  
STARK & D'AMBROSIO, LLP

20  
21  
22  
23 DATED: 8/19/08

By:   
PATRICK J. STARK, Esq.  
Attorney for Defendant  
LEE FAMILY TRUST 11-27-90